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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA**

BERKLEY INSURANCE COMPANY,

Plaintiff,

vs.

NLC GENERAL, INC.; NLE, LLC; RH
MECHANICAL, INC.; TACTICAL
CONSTRUCTORS CORPORATION.; FETS, LLC;
BRIAN H. BARNEY; STEPHANIE K. BARNEY;
STEVEN B. FITCH; RACHEL CORINA FITCH;
RYAN M. HOLZ; ERIC A. HOLZ; MARGARET
HOLZ; JEFFREY S. BARNEY; REGENA S.
BARNEY; MICHAEL G. HOLZ; JACQUELINE U.
HOLZ, individually,

Defendants.

Case No. 3:16-cv-00182-JWS

STIPULATED DISMISSAL WITH AND WITHOUT PREJUDICE

COMES NOW Defendants; Stephanie K. Barney, Jeffrey S. Barney, Regena S. Barney, and Fets, LLC, (collectively hereafter "Settling Indemnitors"), and Berkley Insurance Company ("Berkley") and stipulate as follows:

RECITALS

WHEREAS, Berkley filed suit against the Defendants named in the caption of this lawsuit and, on February 24, 2017, was awarded a Default Judgment by Court on February 24, 2017 at Docket No. 80 against NLC General, Inc., NLE, LLC, RH Mechanical, Tactical Constructors Corporation, Steven Fitch, Rachel Fitch, Eric Holz, Margaret Holz, Michael Holz, and Jacqueline Holz (collectively hereafter "Defaulted Indemnitors");

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WHEREAS, Jeffrey Barney has agreed to indemnify Berkley and hold it harmless from its losses in the total amount of \$810,000.00 as of July 31, 2017 in exchange, in part, for an assignment of the default judgment against the Defaulted Indemnitors and the claims of Berkley against Ryan M. Holz, and on terms and conditions more fully set forth in a Settlement and Collateral Agreement;

WHEREAS, Jeffrey S. Barney and Berkley agree that Berkley shall assign to Jeffrey S. Barney without warranty, its judgment dated February 24, 2017 at Docket 80 of the Court records, against the Defaulted Defendants, NLC, General, Inc., NLE, LLC, RH Mechanical, Inc, Tactical Constructors Corporation, Steven B. Fitch, Rachael Corina Fitch, Eric A. Holz, Margaret Holz, Michael G. Holz and Jacqueline U. Holz and the claims of Berkley in this case against Ryan M. Holz;

WHEREAS, Berkley shall file a notice of the partial termination of its Lis Pendens with the exceptions that the termination shall not include LOT 19A2 (19A-2), in BLOCK FIVE (5), CHENA MARINA SUBDIVISION, SECOND ADDITION, according to the official plat refiled July 28, 2006 as Plat Number 2006-126, records of the Fairbanks Recording District. Fourth Judicial District, State of Alaska, known as the Chena Marina property, LOT 7 in BLOCK 3 of Alaska State Land Survey No. 81-56 DUNE LAKE SUBDIVISION, containing 4.962 acres, more or less, according to the amended survey plat filed in the Fairbanks recording district on August 9, 1982 as Plat 82-112, and LOT 9 in BLOCK 3 of Alaska State Land Survey No. 81-56 DUNE LAKE SUBDIVISION, containing 4.943 acres, more or less, according to the amended survey plat filed in the Fairbanks recording district on August 9, 1982 as Plat 82-112, and cause the notice of termination to be recorded in the same recording district where the Lis Pendens was originally recorded;

WHEREAS, Berkley shall dismiss with prejudice its claims against Stephanie K. Barney, Jeffrey S. Barney, Regena S. Barney, and Fets, LLC for all loss, damages, and claims occurring on or before July 31, 2017, except for the repayment obligations of Jeffrey S. Barney set forth in the Settlement and Collateral Pledge Agreement, which survives this dismissal with and without prejudice; and

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WHEREAS, Stephanie K. Barney, Jeffrey S. Barney, Regena S. Barney, and Fets, LLC shall dismiss with prejudice all of their claims, counter claims and affirmative defenses against Berkley arising before July 31, 2017.

NOW THEREFORE, for and in consideration of the mutual conditions and covenants contained herein, the parties stipulate as follows:

1. Jeffrey Barney shall indemnify Berkley and hold it harmless from its losses through July 31, 2017 by paying the sum of \$810,000.00 in exchange in part for an assignment of the Default Judgment dated February 24, 2017 against the Defaulted Indemnitors and the claims of Berkley against Ryan M. Holz, and on terms and conditions more fully set forth in a Settlement and Security Agreement;
2. Berkley shall assign to Jeffrey S. Barney without warranty, its judgment dated February 24, 2017 at Docket 80 of the Court records against the Defaulted Defendant and the claims of Berkley against Ryan M. Holz;
3. Berkley shall file a notice of the partial termination of its Lis Pendens with the exception that the termination shall not include LOT 19A2 (19A-2), in BLOCK FIVE (5), CHENA MARINA SUBDIVISION, SECOND ADDITION, according to the official plat refiled July 28, 2006 as Plat Number 2006-126, records of the Fairbanks Recording District. Fourth Judicial District. State of Alaska, known as the Chena Marina property, LOT 7 in BLOCK 3 of Alaska State Land Survey No. 81-56 DUNE LAKE SUBDIVISION, containing 4.962 acres, more or less, according to the amended survey plat filed in the Fairbanks recording district on August 9, 1982 as Plat 82-112, and LOT 9 in BLOCK 3 of Alaska State Land Survey No. 81-56 DUNE LAKE SUBDIVISION, containing 4.943 acres, more or less, according to the amended survey plat filed in the Fairbanks recording district on August 9, 1982 as Plat 82-112, and cause the notice of termination to be recorded in the same recording district where the Lis Pendens was originally recorded;
4. Berkley shall dismiss with prejudice its claims against the Stephanie K. Barney, Jeffrey S. Barney, Regena S. Barney, and FETS, LLC, for all loss, damages, and claims occurring on or before July 31, 2017;

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5. Jeffrey S. Barney, Regena S. Barney, and FETS, LLC, and Stephanie K. Barney shall dismiss with prejudice all of their claims, counter claims and affirmative defenses against Berkley arising before July 31, 2017, with all parties to bear their own attorney fees and costs.

DATED this 11th day of August, 2017.

LAW OFFICES OF CHARLES G. EVANS
Attorneys for Berkley Insurance Company

/s/ Charles G. Evans
Charles G. Evans, ABA No. 7705019
Corey Stewart, ABA No. 1202003

DATED this 11th day of August, 2017.

SATTERBERG LAW OFFICES
Attorneys for Jeffrey Barney, Regena Barney, and Fets,
LLC

/s/ William R. Satterberg, Jr.
William R. Satterberg, Jr., ABA No. 7610126

DATED this 11th day of August, 2017.

BANKSTON GRONNING O'HARA PC
Attorneys for Stephanie Barney

/s/ Christopher M. Brecht
Christopher M. Brecht, ABA No. 0611089

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing document (11 point, Times New Roman font) was filed through the CM/ECF system and that a copy of the foregoing was served on counsel named below through the CM/ECF system.

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